

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

STERN & EISENBERG, PC
1040 N. Kings Highway, Suite 407
Cherry Hill, New Jersey 08034
Telephone: (609) 397-9200
Facsimile: (856) 667-1456
Attorneys for: Caliber Home Loans, Inc. c/o
Caliber Home Loans, Inc.

In Re:
Sandra L. Hayes

Debtor

Case Number: 18-18947-CMG

Chapter: 13

Judge: Christine M Gravelle

NOTICE OF MORTGAGE FORBEARANCE

The undersigned is the Attorney for Creditor Caliber Home Loans, Inc. c/o Caliber Home Loans, Inc. in this matter. On or about December 28, 2020, the Creditor was advised that the Debtor(s)' mortgage loan ending in 9530 ("subject mortgage loan"), secured by real property described as 49 Bisbee Drive, Burlington, NJ 08016-3837, has been impacted by COVID-19. Pursuant to State and/or Federal guidelines, a forbearance has been offered, the terms of which are as follows:

1. The parties agree to a forbearance period of 90 days and have elected to not tender mortgage payments to Creditor that would come due on the subject mortgage loan starting 12/01/2020 through 02/01/2021.
2. Debtor(s) will resume mortgage payments beginning 03/01/2021 and will be required to cure the delinquency created by the forbearance period ("forbearance arrears").
3. The payment amount currently is \$2,286.20.
4. The Creditor, at this time, does not waive any rights to collect the payments that come due during the forbearance period or any payments that were due and owing prior to the forbearance period.

Creditor does not waive its rights under the terms of the note and mortgage or under other applicable non-bankruptcy laws and regulations, including, but not limited to, RESPA, and the right to collect on any post-petition escrow shortage.

5. The Creditor does not waive its rights to seek relief from the automatic stay for reasons other than non-payment of the mortgage, including, but not limited to, a lapse in insurance coverage or payment of property taxes.

6. The Debtor(s) do not waive any rights upon expiration of the forbearance period. Prior to the expiration of the forbearance period, however, the Debtor(s) must take the following affirmative steps to address the status of the subject mortgage loan including, but not limited to: (a) bringing the account post-petition current; (b) requesting extension of the forbearance period; (c) applying for loss mitigation; and/or (d) amending the Chapter 13 Plan.

7. Any objection to this Notice must be filed and served not later than 14 days after the filing of the Notice. The Court may conduct a hearing on the objection.

This Notice is intended to disclose a temporary forbearance of the Debtor(s)' obligation to remit post-petition payments for the forbearance period. Nothing within this Notice should be construed to alter any rights, duties, or deadlines that are not related to the remittance of post-petition mortgage payments.

Date: January 5, 2021

/s/ Steven Kelly
Signatures

new. 5/2020

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CERTIFICATE OF SERVICE

I certify that on January 5, 2021, I caused to be served a true and correct copy of the above Notice of Temporary Forbearance upon registered recipients via the Court's ECF system. In the event the debtors is/are pro se, a paper copy of the Notice is being mailed to the debtors' address on file with the Court.

By: /s/Steven Kelly
Steven Kelly
Bar No. 010032010
Stern & Eisenberg, PC
1040 N. Kings Highway
Suite 407
Cherry Hill, NJ 08034
Phone: (609) 397-9200
Fax: (856) 667-1456
skelly@sterneisenberg.com
Counsel for Creditor

Service List:

Name and Address of Party(ies) Served	Relationship of Party(ies) to the Case	Mode of Service
Albert Russo, Esquire CN 4853 Trenton, NJ 08650-4853	Trustee	<input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular Mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-Mail <input checked="" type="checkbox"/> Notice of Electronic Filing (NEF) <small>Unless not a participant in ECF</small> <input type="checkbox"/> Other: _____ (as authorized by the Court*)
Fred R. Braverman, Esquire 106 Society Hill Blve Cherry Hill, NJ 08003	Debtor Counsel	<input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular Mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-Mail <input checked="" type="checkbox"/> Notice of Electronic Filing (NEF) <small>Unless not a participant in ECF</small> <input type="checkbox"/> Other: _____ (as authorized by the Court*)
Sandra L. Hayes 49 Bisbee Drive Burlington City, NJ 08016	Debtors	<input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular Mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-Mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <small>Unless not a participant in ECF</small> <input type="checkbox"/> Other: _____ (as authorized by the Court*)
U.S. Trustee, Esquire Office of the US Trustee One Newark Center Ste 2100 Newark, NJ 07102	US Trustee	<input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular Mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-Mail <input checked="" type="checkbox"/> Notice of Electronic Filing (NEF) <small>Unless not a participant in ECF</small> <input type="checkbox"/> Other: _____ (as authorized by the Court*)



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[REDACTED]

SANDRA HAYES
C/O FRED R BRAVERMAN
106 SOCIETY HILL BLVD
CHERRY HILL NJ 08003-2402

December 28, 2020

Caliber Account Number: [REDACTED] 9530
Property Address: 49 BISBEE DR
BURLINGTON NJ 08016

Dear SANDRA HAYES,

I'm pleased to tell you that Caliber has approved your forbearance plan, which will postpone your mortgage payments for 03 month(s), beginning on December 01, 2020, and ending on February 01, 2021. We hope that this plan will give you time and flexibility to recover from financial hardship caused by COVID-19. Of course, if your financial hardship continues as you near the end of this plan, we'll be standing by to discuss options for assistance. This forbearance agreement shares detailed information about how your plan works. It's important to read through it and to hold on to this agreement while your forbearance plan is in effect. Here's an overview of how it works:

- Your mortgage payments are postponed for the duration of your approved forbearance plan:

During this period, you're not required to make payments. If your monthly payments are automatically deducted from your bank account, we will cancel the automated payments. Importantly, your plan does not cancel or forgive any of your monthly payments. You'll eventually be required to pay back the amounts that were postponed after your forbearance plan ends.

- While your plan is in effect, we won't:

- Charge any late fees, penalties, or additional interest
- Report the postponed payments as late to the credit reporting agencies
- Begin a foreclosure process

- If you don't think you'll be ready to pay back the postponed payments and restart regular payments once your plan ends, it's important to contact us before the plan end date.

We'll also send you reminders to contact us and review potential options to:

- Extend your forbearance plan if you need more time to recover from financial hardship; or
- Enter into a repayment plan, deferral plan, or loan modification if you're able to restart monthly payments but still need some form of assistance.

The most important thing is to contact us before your forbearance plan ends to let us know what you're able to do. We're here to help you understand your options and determine a way forward at 800-401-6587.

Thank you for trusting Caliber Home Loans as your resource for homeownership.

What is a Forbearance?

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A Forbearance is a temporary suspension of your mortgage payments intended to allow you the time and flexibility to manage the financial challenges affecting your ability to pay your mortgage. The term of this Forbearance Plan, and any additional Forbearance Plan(s) or extensions, is called the Forbearance Period. Borrowers with a loan subject to the CARES Act may obtain a Forbearance Period of up to 180 days upon request, with an extension of up to an additional 180 days if needed.

Important: The terms of this Forbearance Plan, and any additional Forbearance Plan(s), do not include forgiveness of any amounts. You will eventually be required to repay the payments suspended during your forbearance, but you won't be required to pay all at once unless you are able to do so. If you are unable to repay these amounts through reinstatement or a repayment plan, you will need to make arrangements with Caliber. Please contact us as your plan nears completion and we will help find a solution that works best for you. You may be required to provide additional information to Caliber so that we can determine your eligibility for these loss mitigation programs.

What should you do before the end of your Forbearance Plan?

If your financial hardship continues at the end of this Forbearance Plan and you are unable to resume your normal monthly payments, contact Caliber for assistance. Caliber may be able to provide you, at your request, additional Forbearance Plan(s) in three-month increments, up to a total of twelve months from the starting date of this Forbearance Plan, or help you with other assistance options.

Please note: This Forbearance Plan was offered to you and on the basis of our evaluation of an incomplete Loss Mitigation application. If you cannot pay the amounts due at the end of the Forbearance Period and require additional Loss Mitigation assistance, such as a loan modification, it is possible in some cases that interest rates will increase and the term of your loan may be extended. Note that changes in circumstances may impact your eligibility for a modification or other assistance options. The investor on your loan may require documentation if you seek additional assistance. Please work with us on your next steps to ensure you are aware of any documentation requirements that may be necessary to complete your Loss Mitigation application and be considered for other available Loss Mitigation options.

Forbearance Plan Terms

1. Temporary Suspension of Payments - This Forbearance Plan will suspend your monthly mortgage payment(s) for 03 month(s), beginning on December 01, 2020 and ending on February 01, 2021. During this time, you are not required to make any mortgage payments. All suspended payments will be due on March 01, 2021.

By entering into this Forbearance Plan, Caliber will cancel any automatic clearing house, or ACH, that you have set up for your mortgage account. You may re-establish regular ACH payments on your account at the end of the Forbearance Period and the loan is brought current.

2. Forbearance Period / Past Due Amounts - The terms of this Forbearance Plan do not include forgiveness of any amounts. During the Forbearance Period, there will be no late charges, penalties or additional interest assessed on your loan nor any delinquent credit reporting, but you won't be required to pay all at once unless you are able to do so. If you are unable to repay these amounts through reinstatement or a repayment plan, you will need to make arrangements with Caliber. Please contact us as your plan nears completion and we will help find a solution that works best for you. You may be required to provide additional information to Caliber so that we can determine your eligibility for these loss mitigation programs.

3. Taxes and Insurance - If Caliber pays your taxes and/or insurance through an escrow account, the escrow portion of your regular payments that would ordinarily become due during the Forbearance Period will continue to become due.

If you choose not to make escrow payments during the Forbearance Period, Caliber will adjust any escrow shortage at the time of your next annual escrow analysis. Your loan will not become contractually delinquent solely due to your election not to pay the escrow portion of your regular payments during the Forbearance Period.

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4. Credit Reporting - As a result of not making any payments during the Forbearance Period, you will become delinquent on your mortgage and your credit score may be impacted. For customers who were current on their payments before entering this Forbearance Plan, Caliber will report you as "Current" to the credit reporting agencies during the Forbearance Period. For customers who were delinquent on their payments before entering this Forbearance Plan, Caliber will not be reporting the delinquency status or the entry into a Forbearance Plan to credit reporting agencies during the term of the Forbearance Period. CREDIT SCORING COMPANIES MAY CONSIDER WHETHER THERE IS AN INCREASED CREDIT RISK DUE TO THE LACK OF REPORTING. CALIBER IS UNCERTAIN AS TO THE IMPACT ON YOUR CREDIT SCORE, PARTICULARLY IF YOU ARE CURRENT ON YOUR MORTGAGE. FAILURE TO REINSTATE YOUR ACCOUNT UPON COMPLETION OF THE FORBEARANCE PLAN MAY RESULT IN ADVERSE CREDIT REPORTING.

5. Delinquency Notices - During the Forbearance Period, you may receive delinquency notices required under the terms of your loan and applicable law, and Loss Mitigation assistance correspondence and applications. These notices will not affect the terms of your Forbearance Plan(s).

6. Foreclosure - We will not refer your loan to foreclosure or proceed to foreclosure sale during the Forbearance Period. Any pending foreclosure action or proceeding that has been suspended may be resumed if you fail to comply with the terms of the Forbearance Plan.

7. Forbearance Plan Offer - This Forbearance Plan offer is contingent on you having provided accurate and complete information. We reserve the right to revoke this offer or terminate the plan following your acceptance if we learn of information that would make you ineligible for the Forbearance Plan.

8. Payments During Forbearance Plan - You agree that, in the event you make any payments during the Forbearance Plan, we will hold those payments in an account until sufficient funds are in the account to pay your oldest delinquent monthly payment. You also agree that we will not owe you interest on the amounts held in the account. If any money is left in this account at the end of the Forbearance Plan, it will be applied to reduce the unpaid amounts of your mortgage loan in accordance with the terms of the mortgage and applicable law.

Our acceptance and posting of any payment you make during the Forbearance Plan will not be deemed a waiver of the acceleration of our loan and related activities, including the right to resume or continue foreclosure if you fail to comply with the terms of the plan, and shall not constitute a cure of your mortgage default unless such payments are sufficient to completely cure the default.

Please be aware that your ability to make payments online at www.caliberhomeloans.com and through the mobile app may be limited during the Forbearance Period.

9. Loan Documents - Your current loan documents remain in effect. You agree that all terms and provisions of your current mortgage note and mortgage security instrument remain in full force and effect and you will comply with those terms. Nothing in the Forbearance Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.

We need to remain in contact during the Forbearance Period and we will make periodic calls to you as permitted by law or required by the investor of your loan. It is also important for you to be in contact with us during the plan so we may understand how we can assist you with resolving the unpaid amounts due on the loan during the Forbearance Period. If your financial situation changes during the term of your Forbearance Plan(s), please contact us immediately to reassess your situation and discuss potential alternatives.

If you have any questions about this request, please contact our dedicated team of professionals that are ready to assist you with any questions or concerns you may have about this request. We can be reached at (800) 401-6587, Monday - Thursday, between the hours of 8:00 a.m. and 8:00 p.m., and Friday between the hours of 8:00 a.m. and 7:00 p.m. Central Time. We look forward to assisting you.

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Sincerely,

Karen Shields

Karen Shields, Senior Vice President
Default Servicing

Notices of Error, Credit Disputes, Requests for Information, or Qualified Written Requests must be sent to: P.O. Box 270415, Oklahoma City, OK 73137. Please include your specific concern or question and account number.

THIS IS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Notice to Consumers presently in Bankruptcy or who have a Bankruptcy Discharge: If you are a debtor presently subject to a proceeding in Bankruptcy Court, or if you have previously been discharged from this debt by a Federal Bankruptcy Court, this communication is not an attempt to collect a debt but is sent for informational purposes only or to satisfy certain Federal or State legal obligations.